

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT																																
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement Supplement																																
<b>CONVEYING PARTY DATA</b>																																	
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**TRADEMARK**  
**REEL: 003450 FRAME: 0081**

Serial Number:	78718799	TEAONE
Registration Number:	2363898	DISTANT LANDS COFFEE ROASTER
Registration Number:	2359485	DISTANT LANDS COFFEE ROASTER
Registration Number:	2819280	DISCOVERY COLLECTION
Registration Number:	2946874	
Registration Number:	1747312	COUNTRY COFFEE COMPANY
Registration Number:	1748738	COUNTRY COFFEE COMPANY
Registration Number:	3028300	LA MINITA TARRAZU
Registration Number:	2841644	COPA FINA
Registration Number:	2351419	JAVA CLASSICS
Registration Number:	2738524	JAVA EDITION
Registration Number:	2588350	JAVA PARADISE
Registration Number:	2800994	JAVA PASSPORT
Registration Number:	1766085	JAVA TRADING CO. COFFEES OF DISTINCTION
Registration Number:	3104620	JAVAONE
Registration Number:	2918226	JAVAONE

#### CORRESPONDENCE DATA

Fax Number: (202)682-3580  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202682350  
 Email: jrynkiewicz@kayescholer.com  
 Correspondent Name: John P. Rynkiewicz  
 Address Line 1: 901 Fifteenth Street, N. W.  
 Address Line 2: Suite 1100  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	01083-0003
NAME OF SUBMITTER:	John P. Rynkiewicz
Signature:	/john p rynkiewicz/
Date:	12/22/2006

#### Total Attachments: 8

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## TRADEMARK SECURITY AGREEMENT SUPPLEMENT

**TRADEMARK SECURITY AGREEMENT SUPPLEMENT**, dated as of November 9, 2006 (this "Trademark Security Agreement"), is entered into by and among each of the signatories hereto (referred to herein individually, as "Grantor" and collectively, as "Grantors"), in favor of ALLIED CAPITAL CORPORATION, a Maryland corporation, as Lender (the "Lender") and in its capacity as Collateral Agent under the Loan Agreement (as hereinafter defined) (the "Secured Party").

### RECITALS

A. The capitalized terms used in this Trademark Security Agreement shall have the same meaning as given to them in the Security Agreement (as hereinafter defined), unless otherwise specifically provided herein.

B. Pursuant to that certain Senior Secured Loan Agreement, dated as of January 12, 2006, as amended, by and among the Secured Party and Country Coffee Company, Inc., a Texas corporation d/b/a Distant Lands Coffee Roaster, and La Minita Corp., a Delaware corporation, as amended and restated by that certain Amended and Restated Senior Loan Agreement, dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Loan Agreement") by and among the Secured Party, Country Coffee, La Minita, Java Trading Co., LLC, a Delaware limited liability company, Java Trading Co., International, a Washington corporation (each, a "Borrower" and collectively, the "Borrowers") and the Guarantors a signatory thereto, pursuant to which, among other things, the Lender has agreed to make loans or otherwise to extend credit to the Borrowers upon the terms and subject to the conditions specified in the Loan Agreement.

C. Pursuant to that certain Security and Pledge Agreement, dated as of January 12, 2006, among the Grantors a signatory thereto and the Secured Party, as amended, each such Grantor granted to the Secured Party as security for the Obligations referred to therein, a continuing security interest in, and lien on, the Collateral, including without limitation the Trademarks, the Trademark Licenses and related trademark rights under the concept of Intellectual Property (collectively, the "Trademark Collateral"). Each of the Grantors has now agreed to execute and deliver to the Secured Party, for the benefit of the Secured Parties, an amended and restated security agreement (as such agreement may be amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the "Security Agreement"). The Trademark Collateral includes, but is not limited to, the trademark applications and registrations set forth in Schedule "A" attached hereto.

D. Pursuant to the Security Agreement, the parties hereto wish to confirm each Grantor's grant to the Secured Party of a continuing security interest in, and lien on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule "A" attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Each Grantor hereby grants to the Secured Party, and the Secured Party hereby accepts from such Grantor, a continuing security interest in, and mortgage on, the Trademark Collateral, including, but not limited to the trademark applications and registrations set forth in Schedule "A" attached hereto, and all goodwill of any business associated therewith or symbolized thereby.

2. This security interest is granted in conjunction with the security interest granted to the Secured Party, as set forth more fully in the Security Agreement.

3. The rights and remedies of the Secured Party with respect to the security interest in, and Lien on, the Trademark Collateral and granted hereby are without prejudice to and without limitation of those rights and remedies of the Secured Party which are set forth in the Security Agreement, the terms and provisions of which are in no way limited, qualified, amended or negated by this Trademark Security Agreement.

4. In the event of any conflict between the terms and provisions of this Trademark Security Agreement and those of the Security Agreement, the terms and provisions of the Security Agreement shall govern and control.

5. Subject to paragraphs 2, 3 and 4 hereof, this Trademark Security Agreement sets forth the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements, drafts of agreement, understandings and commitments, whether oral or written, related to such subject matter.

6. This Trademark Security Agreement may only be modified or amended by a further agreement in writing executed by the parties hereto, in accordance with Section 18.12 of the Security Agreement.

**7. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW OR TO THE EXTENT THE PERFECTION OR PRIORITY OF THE SECURITY INTERESTS HEREUNDER, OR THE RIGHTS AND REMEDIES HEREUNDER, IN RESPECT OF ANY TRADEMARK COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK.**

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

**COUNTRY COFFEE COMPANY, INC.  
LA MINITA CORP.  
JAVA TRADING CO., LLC  
JAVA TRADING CO., INTERNATIONAL  
HACIENDAS VOLAGRO, S.A.  
CAFETALERA DEL HIBRIDO TICO, S.A  
CAFETALERA DE TIERRAS TICAS, S.A.**

By: 


Name:

Title:

SIGNATURE PAGE TO TRADEMARK  
SECURITY AGREEMENT SUPPLEMENT

**ACCEPTED:**

**ALLIED CAPITAL CORPORATION, as**  
Secured Party

By:   
Name: Justin S. Maccarone  
Title: Managing Director

## SCHEDULE A

### Trademark Collateral

<b>Grantor</b>	<b>Trademark or Service Mark</b>	<b>Date Granted</b>	<b>Registration No. and Jurisdiction</b>

<b>Grantor (Licensor / Licensee)</b>	<b>Trademark License (Title/Agreement/ Subject Matter)</b>	<b>Date Granted</b>	<b>Registration No. and Jurisdiction</b>

<b>Grantor</b>	<b>Trademark or Service Mark Application</b>	<b>Date Filed</b>	<b>Application No. and Jurisdiction</b>



**Schedule I  
to  
Trademark Security Agreement**

**A. REGISTERED TRADEMARKS**

Grantor	Trademark or Service Mark	Date Granted	Registration Number and Jurisdiction
Country Coffee Company, Inc.	Distant Lands Coffee Roaster and design	7/4/00	2,363,898, U.S.A.
Country Coffee Company, Inc.	Distant Lands Coffee Roaster	6/20/00	2,359,485, U.S.A.
Country Coffee Company, Inc.	Discovery Collection	3/2/04	2,819,280, U.S.A.
Country Coffee Company, Inc.	design	5/3/05	2,946,874, U.S.A.
Country Coffee Company, Inc.	Country Coffee Company and design	1/19/93	1,747,312, U.S.A.
Country Coffee Company, Inc.	Country Coffee Company	1/26/93	1,748,738, U.S.A.
La Minita Corp.	La Minita Tarazzu	12/13/05	3,028,300, U.S.A.
Java Trading Co., LLC	Copa Fina	May 11, 2004	2,841,644, U.S.A.
Java Trading Co., LLC	Java Classics and design	May 23, 2000	2,351,419, U.S.A.
Java Trading Co., LLC	Java Edition	July 15, 2003	2,738,524, U.S.A.
Java Trading Co., LLC	Java Paradise and design	July 2, 2002	2,588,350, U.S.A.
Java Trading Co., LLC	Java Passport and design	December 30, 2003	2,800,994, U.S.A.
Java Trading Co., LLC	Java Trading Co. Coffees of Distinction and design	April 20, 1993	1,766,085, U.S.A.

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Java Trading Co., LLC	Javaone	June 13, 2006	3,104,620, U.S.A.
Java Trading Co., LLC	Javaone	January 11, 2005	2,918,226, U.S.A.
Java Trading Co., LLC	Global Grounds	April 10, 2005	004677829, EU
Java Trading Co., LLC	Javaone	September 23, 2004	839333, Ireland, South Korea, United Kingdom
Java Trading Co., LLC	Teaone	September 29, 2005	867587, EU
Java Trading Co., LLC	Java Trading Co.	January 18, 1999	TMA506,786, Canada
Java Trading Co., LLC	Java Trading Co. Coffees of Distinction and design	December 31, 2003	B16338/2003, Hong Kong
Java Trading Co., LLC	Java Trading Co. Coffees of Distinction and design	August 16, 2002	1012304, Taiwan
Java Trading Co., International	Java Trading Co. Coffees of Distinction	June 6, 2004	002994432
Cafetalera De Tierras Ticas, S.A.	La Minita	November 20, 2010	73666 CR
Cafetalera De Tierras Ticas, S.A.	EL CONQUISTADOR	August 01, 2010	72705 CR
Cafetalera De Tierras Ticas, S.A.	EL INDIO	February 19, 2011	74649 CR
Cafetalera De Tierras Ticas, S.A.	LA CASCADA	August 01, 2010	72704 CR
Haciendas Volagro, S.A.	BENEFICIO RIO NEGRO (LOGO)	June 13, 2009	101972 CR
Haciendas	BENEFICIO EL GENERAL	June 13, 2009	101973 CR

Volagro, S.A.	(LOGO)		
Haciendas Volagro, S.A.	HACIENDA RIO NEGRO	May 23, 2011	2224-7978 CR
Haciendas Volagro, S.A.	ESTATE LA COLIMA (HACIENDA LA COLIMA	August 6, 2013	139694 CR
Haciendas Volagro, S.A.	HACIENDA RIO NEGRO VOLCAFE (DISENO)	October 20, 2013	142196 CR

B. TRADEMARK APPLICATIONS

Grantor	Trademark or Service Mark	Date of Application	Serial Number of Application	Status
Country Coffee Company, Inc.	Made in the Shade	12/13/05	78-772,248	Pending
Country Coffee Company, Inc.	Nuttichilla	6/21/05	78-654,834	Pending
Country Coffee Company, Inc.	Vanillachilla	6/21/05	78-654,827	Pending
Country Coffee Company, Inc.	Cappachilla	11/17/04	78-518,767	Initial refusal
Country Coffee Company, Inc.	Mochachilla	11/17/04	78-518,745	Initial refusal
Java Trading Co., LLC	1 & Design	October 7, 2003	78-310,310	Allowed
Java Trading Co., LLC	Java Trading Co.	September 8, 2003	78-297,273	Allowed
Java Trading Co., LLC	Java Trading Co.	September 8, 2003	78-977,304	Registered
Java Trading Co., LLC	Javaone	October 6, 2003	1191564	Allowed
Java Trading Co., LLC	Teaone	September 22, 2005	78-718,799	Registered